

Term Contract No. 760E

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
Term Contract	760E	Compact Track Loaders
Effective Dates	July 22, 2010 – June 30, 2013	
Bid Number	201000406/201001129	
Administrator	Grant Braley	
Phone	(919) 807-4550	
Fax	(919) 807-4510	
E-Mail	grant.braley@doa.nc.gov	
Last Updated	April 5, 2011	

1. General Information:

State Agencies and Non-State Agencies are to place their orders directly with the contractors and not the local authorized dealers. It is recommended that you follow up with the contractor to ensure the purchase order has been received. Be sure to indicate your choice of the local authorized dealer for the preparation and delivery of your rotary mower. **This contract does cover options and attachments at the percent (%) discount from the MSRP as noted herein, but they are not listed due to the variations available. Please contact the vendor (contractor) for contract pricing or information on options and attachments.**

All compact track loaders shall be equipped with a manufacturer's standard 4-in-1 combination bucket

2. Scope of Contract:

This contract is intended to cover the State's normal requirements of Compact Track Loaders for use by all State agencies, departments, institutions, public school units (except those exempted by statute, and specific requirements of the Department of Transportation) and certain Non-State agencies.

In accordance with North Carolina General Statutes, certain non-state entities described below, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, public school units, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

3. Taxes:

Prices or discounts shown herein do not include any North Carolina sales or use taxes.

4. Descriptive Literature & Price Lists:

The successful contractor shall furnish catalogs and descriptive literature to any using agency upon request of the agency within **five (5) business days** for all equipment and options.

5. Abnormal Quantities

Any agency requirement that **exceeds five (5) units** must be forwarded to the Division of Purchase and Contract for processing. The division, at its sole discretion, may process any such requirement in one of the following ways:

- a. Purchase may be authorized at the current level of pricing with the current contract vendor(s).
- b. Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s).
- c. A separate Invitation for Bids may be issued for the requirement.

6. Minimum Orders

This contract will be for a minimum order of **one (1) unit** for any single order.

7. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the **respective contractor(s)**. Ordering agencies should consider sending their purchase orders via certified mail return receipt. This may serve as evidence that the contractor has received your purchase order.

All ordering agencies are urged to call the contractor for a complete listing of rotary mower features prior to placing their order.

a. Order Placement Via E-Procurement (Catalog Items)

- i. Click on the following link: [E-Procurement Users](#)
- ii. When placing an order in the e-procurement system, the very first thing to do is to go to the catalogue tab and select options. After you have selected options, select contract ID. In the contract ID space type in the contract ID number, 760E.
- iii. Please make sure the keywords space is blank and the contract ID is typed in the contract ID section.
- iv. After selecting the contract ID and to narrow the search to a particular manufacturer select the manufacturer from the drop down
- v. When the item to be ordered has been located complete the requisition and issue the purchase order.
- vi. Please note that all purchase orders will go directly to the vendor.

Note: Successful contractors may reduce prices by:

- Increasing the discount offered to reduce prices for the entire line of product offered.
- Allowing additional discount(s) to the using agency.
- Special sales and/or promotions.

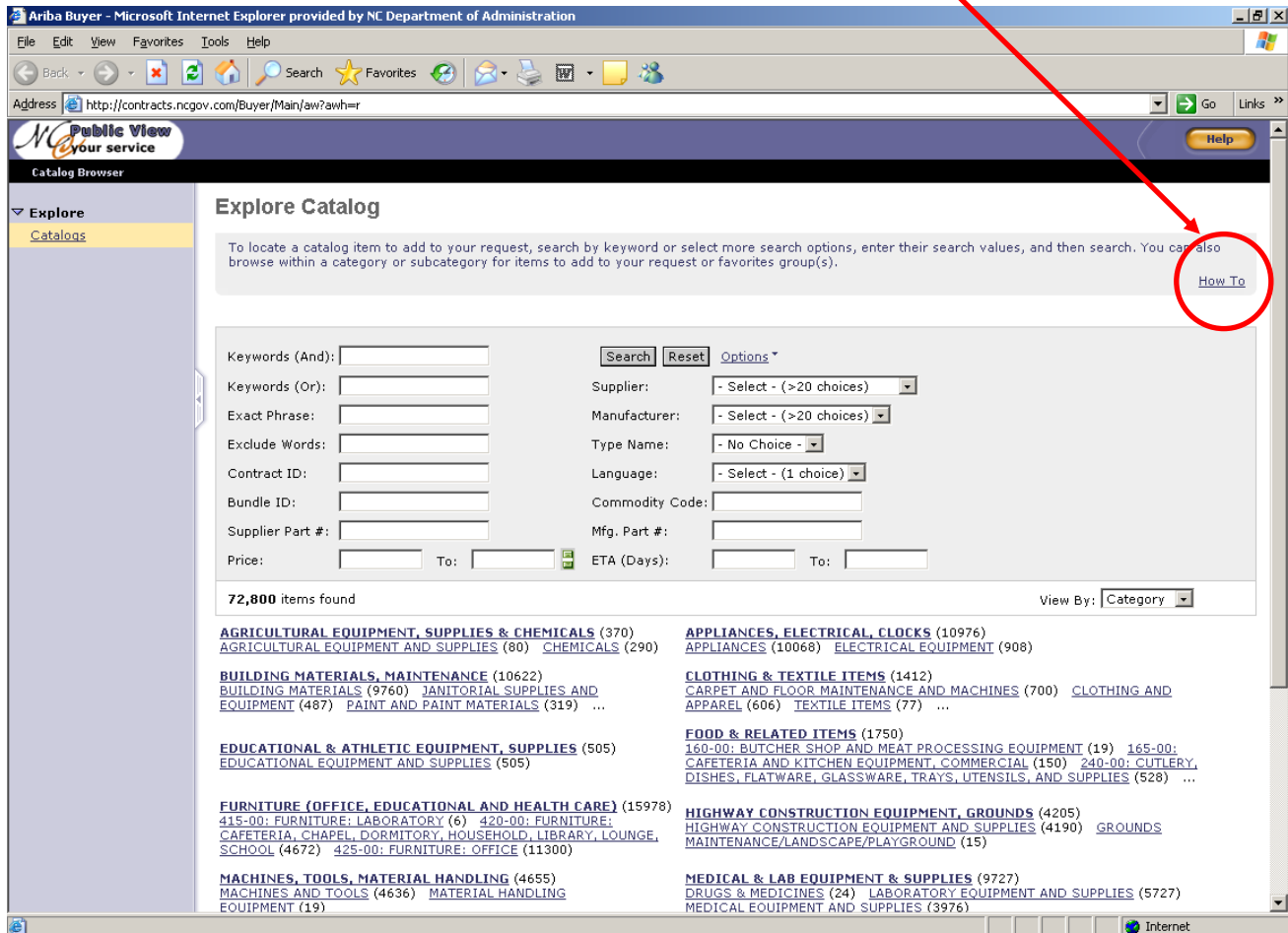
Any special sales offering (resulting in a price lower than the published catalog price), e.g. seasonal, inventory reduction, where specific products are offered to the general public shall be made available to the state at the same sales price.

The contractor agrees that all prices for items contained within the resulting contract(s) will, at no time be more than those prices charged to any other North Carolina customer for the same or similar items delivered to the same regional location.

b. Non E-Procurement Users

The E-Procurement Public View will be the only place for Non E-Procurement Users to view the item/pricing information.

- i. Click on the following link: [E-Procurement Public View](#)
- ii. For online assistance regarding item searching; click on the **“How to”** underlined link located near the upper-right hand corner.



8. Delivery

The contractor will complete delivery within **ninety (90) days** after receipt of purchase order.

In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

9. Transportation Charges

All goods shall be delivered **FOB DESTINATION** for all orders equal to, or greater, than the minimum order, when shipped to a single destination. Transportation charges levied by the contractor for orders equal to, or greater than the minimum order, when shipped to a single destination, may be cause for removal of the contractor from the contract. In instances where the contractor makes partial shipments of an order to one destination, which is equal to, or greater than, the minimum order, all shipments of the order shall be sent **FOB DESTINATION** with **NO** additional transportation charges.

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10. Item & Price Information

Contact the contractor for more information. Options and attachments can be added to the compact track loader at the discount from the MSRP listed for each model.

Item	Class	HP	Operating Load	Contractor	Manufacturer	Model	Net Price	Discount From MSRP
1	1	40	1000	Bobcat Company	Bobcat	T110	\$23,885.00	36%
2	2	45	1500	Quality Equipment, LLC	John Deere	CT315	\$31,316.04	24.75%
3	3	60	1600	Bobcat Company	Bobcat	T180	\$29,549.00	36%
4	4	70	2000	Bobcat Company	Bobcat	T630	\$33,407.00	36%
5	5	78	3000	Bobcat Company	Bobcat	T750	\$41,346.00	36%
6	No Award							
7	7	90	2700	Triangle Equipment Co., Inc.	Bobcat	T320	\$46,992.00	34%

11. Contractors

Contractor Name	Address	Contact Information
Bobcat Company	250 East Beaton Drive West Fargo ND 58078	Mike Melroe, Government Account Manager Toll Free: (800) 965-4232 Phone: (701) 271-8700 Fax: (701) 280-7860 mike.kotzbacher@doosan.com Ordering Crystal Stram crystal.stram@doosan.com
Quality Equipment, LLC	2225 North Main Street Fuquay-Varina NC 27526	Larry Baker, Government Sales Representative Phone: (919) 346-5410 Fax: (919) 346-5418 lbaker@qualityequip.com
Triangle Equipment Co., Inc.	6701 Mt. Herman Road Morrisville NC 27560	Floyd Knight, Commercial Sales Representative Phone: (919) 781-7910 Fax: (919) 596-1183 fknight@ncbobcat.com

11.A. Distribution:

Bobcat Company

City Name	Dealer Name & Address	Telephone/Fax Number
Asheville	Bobcat of Asheville 28 Old Shoals Road Arden NC 28704	Phone: (828) 684-4403 Fax: (828) 684-4570
Charlotte	Bobcat of Charlotte 4923 Brookshire Boulevard Charlotte NC 28216	Phone: (704) 343-9000 Fax: (704) 343-2707
Garner	Bobcat of Johnston County Inc 154 Cleveland Crossing Drive Garner NC 27529	Phone: (919) 661-1833 Fax: (919) 661-7589
Fayetteville	Southland Rental & Supply 2246 Angelia M Street Fayetteville NC 28312	Phone: (910) 323-5300 Fax: (910) 323-0367
Kannapolis	R S Braswell Company 485 South Cannon Boulevard Kannapolis NC 28083	Phone: (704) 933-2269 Fax: (704) 933-7000
Kernersville	Piedmont Bobcat 1015 NC HWY 66 South Kernersville NC 27284-2595	Phone: (336) 993-5529 Cell: (336) 240-8208 Fax: (336) 993-2681
Lenoir	Bobcat of Lenoir 555 Wilkesboro Boulevard NE Lenoir NC 28645	Phone: (828) 758-5506 Fax: (828) 758-3022
Monroe	Bobcat of Monroe 1711 Morgan Mill Road Monroe NC 28110	Phone: (704) 289-2200 Fax: (704) 225-1917
Morrisville	Triangle Equipment Co, Inc 6701 Mount Herman Road Morrisville NC 27560	Phone: (919) 596-1995 Fax: (919) 596-1183
New Bern	Bobcat of New Bern 2711 Neuse Boulevard New Bern NC 28561	Phone: (252) 636-1837 Fax: (252) 636-5487
Wilmington	Bobcat of Wilmington 6757 Market Street Wilmington NC 28405	Phone: (910) 395-2050 Fax: (910) 799-5462
Wilson	Bobcat of Wilson 1712 US HWY 301 South Wilson NC 27893	Phone: (252) 206-0733 Fax: (252) 234-7395

Note: The locations above will also be the service contacts for Bobcat Company.

Quality Equipment LLC Ordering & Service Locations:

City Name	Name & Address	Telephone/Fax Number
Fuquay-Varina	Mark Robertson 2225 North Main Street Fuquay-Varina NC 27526	Phone: (919) 346-5410 Fax: (919) 346-5418 E-mail: mrobertson@qualityequip.com service6@qualityequip.com
Knightdale	Gene Hardison 901 Three Sisters Road Knightdale NC 27545	Phone: (919) 217-5533 Fax: (919) 217-5564 E-mail: ghardison@qualityequip.com service1@qualityequip.com
Henderson	Brian Ellington 70 John Deere Road Henderson NC 27537	Phone: (252) 438-4111 Fax: (252) 492-8076 E-mail: bellington@qualityequip.com service5@qualityequip.com
Dunn	Hersell Parks 1500 South Clinton Avenue Dunn NC 27334	Phone: (910) 892-6171 Fax: (910) 892-4689 E-mail: hparks@qualityequip.com service7@qualityequip.com
Roxboro	Barry Foushee 2601 Old Durham Road Roxboro NC 27573	Phone: (336) 599-0238 Fax: (336) 597-3903 E-mail: bfoushee@qualityequip.com service8@qualityequip.com
Goldsboro	Bill Lane 2110 Hwy 70 West Goldsboro NC 27530	Phone: (919) 735-3305 Fax: (919) 739-6658 E-mail: blane@qualityequip.com service2@qualityequip.com
Clinton	Rick Thigpen 655 Pugh Road Clinton NC 28328	Phone: (910) 592-5550 Fax: (910) 592-0587 E-mail: rthigpen@qualityequip.com service4@qualityequip.com
Burlington	Lee Byrd 2115 Stanley Drive Burlington NC 27215	Phone: (336) 227-6207 Fax: (336) 227-5228 E-mail: lbyrd@qualityequip.com service9@qualityequip.com
Wallace	Joey Williams 3900 NC 11South Wallace NC 28466	Phone: (910) 285-5188 Fax: (910) 285-6405 E-mail: jwilliams@qualityequip.com service3@qualityequip.com
Jacksonville	Lynn Tew 3231 New Bern Highway Jacksonville NC 28546	Phone: (910) 347-4566 Fax: (910) 938-9652 E-mail: ltew@qualityequip.com service10@qualityequip.com

Triangle Equipment Co., Inc. Service Contacts

City Name	Name & Address	Telephone/Fax Number
Garner	John Kennedy 154 Cleveland Crossing Drive Garner NC 27529	Phone: (919) 661-7833 Fax: (919) 661-7589 E-mail: jkennedy@ncbobcat.com
Raleigh	David Oakley PO Box 91325 Raleigh NC 27675	Phone: (919) 781-7910 Fax: (919) 596-1183 E-mail: doakley@ncbobcat.com
Wilmington	Bobby Bennett 6757 Market Street Wilmington NC 28405	Phone: (910) 395-2050 Fax: (910) 779-5462 E-mail: bbennett@ncbobcat.com

12. Warranty

The contractor warrants to the owner that all equipment furnished under this specification will be new and of good material and workmanship, and agrees to replace promptly any part or parts which by reason of defective material or workmanship shall fail under normal use, free of negligence or accident, for a **minimum period of twelve (12) months** from date put in operation, except for engine and drivetrain, which shall be so warranted for a minimum **ADDITIONAL period of twelve (12) months (for a total period of 24 months)**. Such replacement shall include all parts, freight, labor, and travel costs to the location where equipment is down, free of any charge to the owner or his representative. In addition, any provisions of the manufacturer's standard warranty, which exceed the above requirements, are to be provided to the user.

13. Contract Changes:

Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

14. Substitutions:

Substitutions are not permitted without prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

15. Acceptance Evaluation & Quality Assurance:

Upon receipt of the compact track loader, the purchaser or his authorized representative shall arrange for an acceptance inspection for compliance with the provisions of this specification and with any additional technical requirements in the Invitation For Bids.

16. Vendor Complaint Form:

The Vendor Complaint Form can be found by clicking: [Vendor Complaint Form](#).

17. Contract Addenda:

Addendum	Effective Date	Description
1	9/2/2010	Categories 2 & 5 added.
2	4/5/2011	Class 5 Model Number Change